STATE OF TEXAS: COUNTY OF TARRANT:

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., acting by and through the undersigned, its duly authorized agent, is the owner of the following described tract of land in the Adam Bradford Survey, Abstract No. 152, situated in the City of Euless, Tarrant County, Texas and being a portion of Tract 1 of those tracts conveyed to LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. by deed recorded in County Clerk's File No. D213025024 of the Deed Records of Tarrant County, Texas (DRTCT) and being more particularly described as follows:

BEGINNING at a capped 1/2" iron pin found from which a 1/2" iron pin found bears North 00 deg. 21 min. 58 sec. West, a distance of 79.82 feet, said capped 1/2 " iron pin also being on the said south right—of—line of Midway Drive (80' R.O.W.), said iron pin also being on the east line of Block B of Midway Square Addition Phase Two, an addition to the City of Euless, Tarrant County, Texas according to the plat thereof recorded in Volume 388–132, Page 43, Plat Records of Tarrant County, Texas (PRTCT);

THENCE North 89 deg. 18 min. 46 sec. East along the said south right-of-way line of Midway Drive, a distance of 32.55 feet to a 1/2" iron pin found, said point also being the Point of Curvature of a circular curve to the right having a radius of 857.46 feet, a central angle of 36 deg. 49 min. 11 sec. and being subtended by a chord which bears South 72 deg. 16 min. 39 sec. East,

THENCE along said curve to the right and along the said south right-of-way line of Midway Drive, a distance of 551.02 feet to a 1/2" iron pin found;

THENCE South 35 deg. 25 min. 11 sec. West departing the said south right-of-way line of Midway Drive, a distance of 20.00 feet to a capped 1/2" iron pin set;

THENCE South 36 deg. 08 min. 58 sec. West, a distance of 173.00 feet to a capped 1/2" iron pin set at a point of cusp, said point also being the Point of Curvature of a non—tangent circular curve to the left having a radius of 664.46 feet, a central angle of 6 deg. 26 min. 12 sec. and being subtended by a chord which pears North 57 deg. 04 min. 08 sec. West, 74.61 feet;

THENCE northwesterly along said curve to the left, a distance of 74.65 feet to a capped 1/2" iron pin set;

THENCE North 60 deg. 17 min. 15 sec. West tangent to said curve, a distance of 53.96 feet to a capped 1/2" iron pin set, said point also being the Point of Curvature of a circular curve to the left having a radius of 270.00 feet, a central angle of 8 deg. 16 min. 26 sec. and being subtended by a chord which bears North 64 deg. 25 min. 28 sec. West, 38.96 feet;

THENCE along said curve to the left, a distance of 38.99 feet to a capped 1/2" iron pin set at a point of cusp;

THENCE South 00 deg. 31 min. 23 sec. East, a distance of 711.57 feet to a capped 1/2" iron pin

THENCE North 89 deg. 28 min. 37 sec. East, a distance of 16.27 feet to a capped 1/2" iron pin set, said point also being the Point of Curvature of a circular curve to the left having a radius of 470.00 feet, a central angle of 11 deg. 15 min. 56 sec. and being subtended by a chord which bears North 83 deg. 50 min. 39 sec. East, 92.26 feet;

THENCE along said curve to the left, a distance of 92.41 feet to a capped 1/2" iron pin set at a

THENCE South 11 deg. 41 min. 31 sec. East, a distance of 172.56 feet to a capped 1/2" iron pin

THENCE South 80 deg. 32 min. 59 sec. West, a distance of 61.18 feet to a capped 1/2" iron pin

THENCE South 84 deg. 23 min. 13 sec. West, a distance of 36.90 feet to a capped 1/2" iron pin

THENCE South 89 deg. 28 min. 37 sec. West, a distance of 333.33 feet to a capped 1/2" iron pin set, said iron pin also being on the said east line of Block B of Midway Square Addition Phase

THENCE North 00 deg. 34 min. 27 sec. West along the east line of Block B of Midway Square Addition Phase Two. a distance of 333.72 feet to a 1" iron pipe found:

THENCE North 00 deg. 25 min. 40 sec. West along the east line of Block B of Midway Square Addition Phase Two, a distance of 789.83 feet to the Point of Beginning and containing 387,059 square feet or 8.886 acres of land, more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., through the undersigned authority, does hereby adopt this plat designating the herein above described property as LOTS 40-48. 50-70. B. E, BLOCK A, LOTS 1-14, BLOCK B, THE DOMINION AT BEAR CREEK, PHASE 3, an Addition to the City of Euless, Texas, and does hereby dedicate to the public use forever the streets and alleys shown herein; and does hereby dedicate the easements shown on the plat for mutual use and accommodation of all public utilities desiring to use , or using same, said dedications being free and clear of all liens and encumbrances, except as shown herein. LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. does hereby bind itself, its successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. No permanent buildings or structures shall be constructed over any existing or platted easement of any type. Any fencing, trees, shrubs or other improvements may only be placed in or over any existing or platted easement of any type with the authorization of the City of Euless or easement holder(s). The City of Euless at the owner's expense, and any easement holder, shall have the right to move and keep removed all or part of any fence, tree, shrub, or other improvements or growths which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any easements shown on the plat; and the City of Euless and any easement holder shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. Lot E, Block A is dedicated in it's entirety as a public access easement.

WITNESS MY HAND THIS ______ DAY OF ______ , 2015.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

STATE OF TEXAS: COUNTY OF TARRANT:

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein and expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ______ day of ______, 2015.

Notary Public in and for the State of Texas My Commission Expires: AVIGATION EASEMENT AND RELEASE

STATE OF TEXAS, COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., through the adoption of this plat, does hereby grant and convey an Avigation Easement for free and unobstructed passage of aircraft through the airspace above said property, unto the City of Euless, Texas, its successors and assigns, hereinafter called "City", for the use and benefit of the public and its agencies, to have and to hold such Easement, together with all and singular the rights and appurtenances thereto in any wise belonging, and Owner does hereby bind himself, his successors, heirs, executors, and assigns, to forever warrant and defend all and singular the said rights granted herein unto the said City, its successors and assigns, against every person whosoever lawfully claiming or who might hereafter claim the same or any part thereof.

As an appurtenance to the grant, Owner does hereby waive, release, remise, quitclaim, and forever hold harmless the said City, its successors and assigns, from any and all claims for damages of any kind that Owner may now have or hereafter have by reason of the passage of any and all aircraft ("aircraft" being defined as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air), by whosoever owned or operated, in the airspace over Owner's property, above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above same. Such release shall include, but not be limited to, any damages to Owner's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects from the operation of aircraft flight over said property, or landing at, or taking off from, or operating at or on the Dallas-Fort Worth International Airport, wether such claim be for injury or death to person or persons or damages to or taking of property.

This release shall be binding upon Owner, his successors, heirs, executors, administrators, and assigns, and shall be a covenant running with the land.

- 1. Installation and dedication of public improvements will be made prior to the submission of Final Plat
- 2. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits
- 3. This property is within Aircraft Noise Zone B. All noise sensitive uses will be constructed to achieve a 25 decibel reduction from outside to inside.
- 4. Rotate project 00 00'04" right to obtain City grid bearing. Combined scale factor is 0.999879133.
- 5. The City of Euless reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change. Additional lots, other than those shown. may also be subject to minimum finish floor criteria.
- 6. The City will not maintain any interior drainage systems that are private.
- 7. All property monuments are 1/2" capped iron pins set unless otherwise noted.

PERPETUAL MAINTENANCE AGREEMENT

THE STATE OF TEXAS COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THE FOLLOWING RESERVATIONS, RESTRICTIONS, AND COVENANTS ARE IMPOSED ON LOTS 40-48, 50-70, B. E. BLOCK A. LOTS 1-14, BLOCK B. THE DOMINION AT BEAR CREEK, PHASE 3 AS IT ABUTS, IS ADJACENT TO, OR IS INCLUDED WITHIN THE FLOODPLAIN EASEMENTS, DRAINAGE EASEMENTS OR EMERGENCY ACCESS EASEMENTS SHOWN ON THE PLAT FILED HEREWITH:

- 1. NO COMMERCIAL BUILDING, OUTBUILDING, FENCE, OR OTHER STRUCTURE SHALL BE ERECTED ON SAID EASEMENT EXCEPT FOR SMALL ORNAMENTAL WALLS, PATIOS, AND OTHER LANDSCAPING, PROVIDED HOWEVER, THESE ITEMS ALLOWED SHALL NOT INTERFERE IN ANY WAY WITH THE FREE FLOW OF WATER IN SAID CHANNEL OR NARROW THE EXISTING CHANNEL OF THE STREAM OR INTERFERE WITH FREE ACCESS BY WAY OF THE EASEMENT FOR MAINTENANCE PURPOSES WITHOUT WRITTEN CONSENT OF THE CITY ENGINEER.
- 2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF HIS PORTION OF SAID EASEMENT IN ORDER TO PRESERVE ITS BEAUTY AND TO PREVENT ANY OBSTRUCTION, FLOODING, OR EROSION. SUCH MAINTENANCE SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING:
- A. MOWING GRASS AND PREVENTING THE GROWTH OF WEEDS. B. PREVENTING THE GROWTH OF TREES OR PERMITTING OTHER OBSTRUCTIONS TO THE EASEMENT WHICH WOULD OBSTRUCT FREE ACCESS FOR MAINTENANCE PURPOSES. C. PREVENTING EROSION BY CORRECTIVE CONSTRUCTION IF NECESSARY. D. PREVENTING THE ACCUMULATION OF TRASH AND DEBRIS IN THE
- 3. IN ADDITION TO OTHER RIGHTS OF ENFORCEMENT CONTAINED IN THESE RESTRICTIONS OR AVAILABLE BY STATUTES, ORDINANCE, OR COMMON LAW. THE DEGICATOR, HIS SUCCESSORS AND ASSIGNS, AND ALL PARTIES CLAIMING TITLE TO LOTS 40-48, 50-70, B, E, BLOCK A, LOTS 1-14, BLOCK B, THE DOMINION AT BEAR CREEK, PHASE 3 BY, THROUGH OR UNDER HIM, SHALL BE TAKEN TO HOLD, AGREE, AND COVENANT WITH THE DEDICATOR AND HIS SUCCESSORS AND ASSIGNS, AND WITH EACH OF THEM TO CONFORM TO AND OBSERVE ALL RESTRICTIONS AND COVENANTS AS TO THE USE AND MAINTENANCE OF SAID EASEMENT AND DEDICATOR OR OWNER OR ANY OF THE ABOVE SHALL HAVE THE RIGHT TO SUE FOR AND OBTAIN AN INJUNCTION, PROHIBITIVE OR MANDATORY, TO PREVENT THE BREACH OF OR TO ENFORCE THE OBSERVANCE OF THE RESTRICTIONS AND COVENANTS ABOVE SET FORTH, IN ADDITION TO THE ORDINARY LEGAL ACTION FOR DAMAGES, AND FAILURE OF THE DEDICATOR OR THE OWNERS OF AN OTHER LOT OR LOTS SHOWN TO ABUT SAID EASEMENT TO ENFORCE ANY OTHER RESTRICTIONS OR COVENANTS HEREIN SET FORTH AT THE TIME OF VIOLATION SHALL IN NO EVENT BE DEEMED TO BE A WAIVER OF THE RIGHT TO DO SO AT ANY TIME THEREAFTER.
- 4. IN ADDITION TO THE RIGHTS OF ENFORCEMENT GIVEN TO DEDICATOR AND OTHER LOT OWNERS AS SET FORTH IN PARAGRAPH 3 ABOVE. IT SPECIFICALLY PROVIDED THAT THE CITY OF EULESS MAY, AT ITS OPTION, BRING ANY ACTION AND OBTAIN ANY REMEDY TO ENFORCE OR PREVENT THE BREACH OF SAID RESTRICTIONS.
- 5. IT IS SPECIFICALLY PROVIDED THAT THE DEDICATOR, HIS SUCCESSORS AND ASSIGNS. OTHER LOT OWNERS AND THE CITY OF EULESS AS PROVIDED ABOVE, SHALL HAVE THE RIGHT TO RECOVER THEIR ATTORNEY'S FEES, COURT COSTS, AND EXPENSES INCURRED IN ANY SUIT TO ENFORCE OR PREVENT THE BREACH OF ANY COVENANT OR RESTRICTION APPLICABLE TO SAID EASEMENT
- 6. IN ADDITION TO THE REMEDIES ABOVE PROVIDED, THE CITY OF EULESS MAY, AT ITS OPTION, THIRTY DAYS AFTER WRITTEN NOTICES TO A LOT OWNER, ENTER THE EASEMENT AND PERFORM THE NECESSARY MAINTENANCE REPAIR AND CHARGE THE LOT OWNER OR OWNERS THE PRO-RATA COST THEREOF. SAID CHARGES SHALL BE A LIEN ON THE ABUTTING LOT OR LOTS INFERIOR ONLY TO PRIOR RECORDED LIENS ON SAID LOT OR LOTS.

TO HAVE AND TO HOLD THE ABOVE-DESCRIBED PERPETUAL MAINTENANCE AGREEMENT IN AND TO SAID PREMISES WITH THE RIGHT OF INGRESS AND EGRESS THERETO, TOGETHER WITH ALL AND SINGULAR THE USUAL RIGHTS THERETO IN ANY WISE BELONGING, UNTO THE SAID CITY OF EULESS, TEXAS, AND ITS SUCCESSORS AND ASSIGNS FOREVER, AND I DO HEREBY BIND MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS TO WARRANT AND FOREVER DEFEND, ALL AND SINGULAR, THE SAID PREMISES UNTO THE SAID CITY OF EULESS, TEXAS, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED THIS _____DAY OF____

STATE OF TEXAS: COUNTY OF TARRANT:

OWNED/DEVELOPED BY:

LENNAR HOMES OF TEXAS.

IRVING. TEXAS 75063

PHONE: (469)587-5215

FAX: (469) 587-5221

LAND & CONSTRUCTION, LTD.

1707 MARKETPLACE BLVD., SUITE 220

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN AND EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF_____,

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES:

Course HARWOOD | | **EULESS** DALLAS - FORT WORTH INTERNATIONAL

VICINITY MAP

(SCALE: 1"=3000")

CITY OF EULESS WATER AND WASTEWATER IMPACT FEES

Mater or Tap Diameter	Living Unit Equivalency Factor	Water Impact Fee	Sewer Impact Fee	
5/8" or 3/4"	1.00	\$1, 477.90	\$524.70	
1"	2.5	\$3, 694.75	\$1, 311.75	
1.5"	5.0	\$7, 389.50	\$2, 623.50	
2"	8.0-10.0	\$11, 823.20	\$4, 197.60	
3"	16.0-24.0	\$35, 469.60	\$12, 592.80	
4"	25.0-42.0	\$62,071.80	\$22, 037.40	
6"	50.0-92.0	\$135, 966.80	\$48, 272.40	
8"	80.0-160.0	\$236, 464.00	\$83, 952.00	

Impact fees are based on the size of water meter or tap serving the use. Impact fees are due at the time of Building Permit application.

SURVEYOR'S CERTIFICATION

This is to certify that I, <u>Bob Henderson</u>, <u>Jr</u>., a registered professional land surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground, and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me. Preliminary, this document shall not be recorded for any purpose. Issued for review Tue Oct 27 14: 33: 51 2015

Date

PLAT PREPARER'S ACKNOWLEDGEMENT:

I prepared this Plat in accordance with the City of Euless Unified Development Code.

Plat Preparer's Signature BOB HENDERSON, JR. R.P.L.S. Printed Title Printed Name

CITY APPROVAL BLOCK FOR FINAL PLATS:

The City of Euless Planning and Zoning Commission, being the municipal authority responsible for approving plats, approved this plat on the date specified below and authorizes it to be recorded in the Plat Records of Tarrant County, Texas.

Chairman, Planning and Zoning Commission

Date of P&Z Approval

Preliminary, this document shall not be recorded for any purpose. Issued for review Tue Oct 27 14: 33: 51 2015

FINAL PLAT

THE DOMINION AT BEAR CREEK PHASE 3 LOTS 40-48, 50-70, B, E, BLOCK A LOTS 1–14, BLOCK B BEING

44 RESIDENTIAL LOTS AND 2 OPEN SPACE LOTS **8.886 ACRES**

SITUATED IN THE ADAM BRADFORD SURVEY ABSTRACT No. 152 TRACT 1A04 CITY OF EULESS, TARRANT COUNTY, TEXAS

ENGINEER/SURVEYOR:

GOODWINE MARSHALL É

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS 2405 Mustang Drive, Grapevine, TX. 76051 Metro (817) 329-4373 **TBPLS FIRM No. 10021700**

CASE No. 15-13-FP Fax (817) 329-4453 REF. CASE No. 12-02-PP TBPE Firm No. F-2944 SHEET 1 OF 2

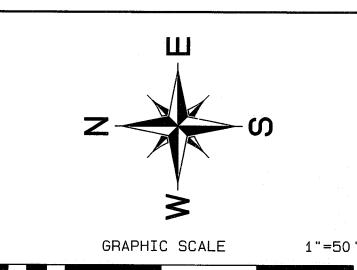
SEPTEMBER 20, 2015 NOT FOR FILING

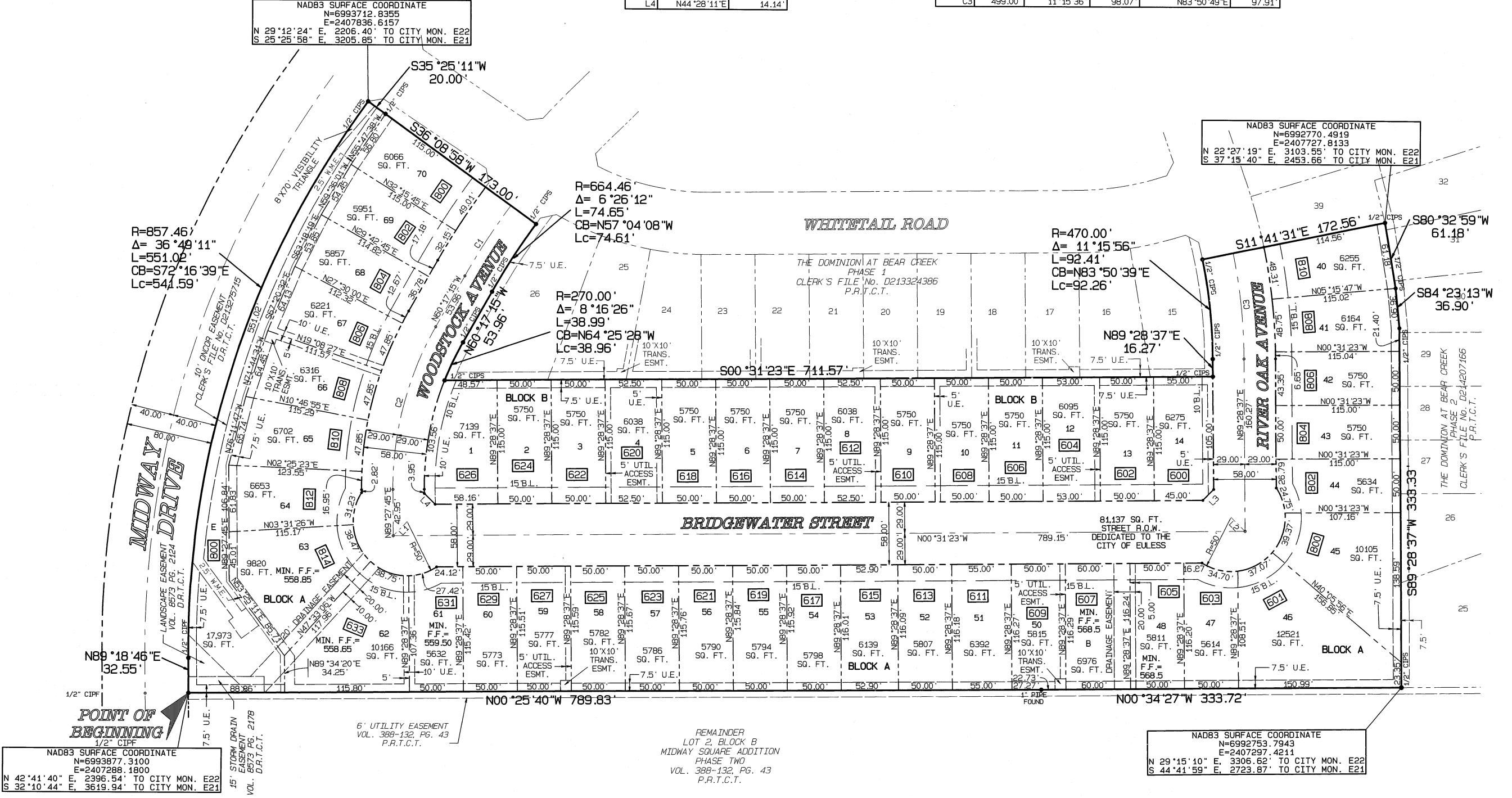


LINE	BEARING	DISTANCE
L1	S45 °31 '49 "E	18.38'
L2	N44 °28 '37 "E	18.38'
L3	N45 °31 '23 "W	14.14
L4	N44 °28 '11 "E	14.14'

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	693.46	6 °26 '12"	77.91'	S57 °04 '08 'E	77.86
C2	299.00'	30 °15 '01"	157.86	S75 °24 '45 'E	156.03
C3	499.00'	11 °15 '36"	98.07'	N83 °50 '49 'E	97.91





Preliminary, this document shall not be recorded for any purpose.
Issued for review Tue Oct 27 14:27:31 2015

FINAL PLAT

THE DOMINION AT BEAR CREEK PHASE 3 LOTS 40-48, 50-70, B, E, BLOCK A LOTS 1–14, BLOCK B

> 44 RESIDENTIAL LOTS **AND 2 OPEN SPACE LOTS**

8.886 ACRES SITUATED IN THE ADAM BRADFORD SURVEY ABSTRACT No. 152

TRACT 1A04 CITY OF EULESS, TARRANT COUNTY, TEXAS **SEPTEMBER 20, 2015** NOT FOR FILING

1. Installation and dedication of public improvements will be made prior to the submission of Final Plat

2. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits

3. This property is within Aircraft Noise Zone B. All noise sensitive uses will be constructed to achieve a 25 decibel reduction from outside

4. Rotate project 00 00'04" right to obtain City grid bearing. Combined scale factor is 0.999879133.

5. The City of Euless reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change. Additional lots, other than those shown, may also be subject to minimum finish floor criteria.

6. The City will not maintain any interior drainage systems that are

7. All property monuments are 1/2" capped iron pins set unless otherwise noted.

Lot B, Block A is a HOA lot to be dedicated as right—of—way upon the adjacent property being zoned and developed as single family residential. Lot B, Block A shall be developable as a residential lot in the event that the adjacent property is developed for commercial use.

ENGINEER/SURVEYOR:

GOODWINE

Marshall 2 CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051 Metro (817) 329-4373 **TBPLS FIRM No. 10021700** Fax (817) 329-4453

TBPE Firm No. F-2944

CASE No. 15-13-FP REF. CASE No. 12-02-PP SHEET 2 OF 2

R.O.W.	RIGHT OF WAY
U.E.	UTILITY EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
B.L.	BUILDING LINE
SQ. FT.	SQUARE FEET
VOL.	VOLUME
PG.	PAGE
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS

LEGEND

IPF

CIPF

CONC. CONCRETE IRON PIN FOUND

CAPPED IRON PIN FOUND

OWNED/DEVELOPED BY: LENNAR HOMES OF TEXAS,

LAND & CONSTRUCTION, LTD. 1707 MARKETPLACE BLVD., SUITE 220 IRVING, TEXAS 75063 PHONE: (469)587-5215 FAX: (469) 587-5221